

APARTMENT LEASE CONTRACT



Date of Lease Contract: June 29, 2023
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In—General Information

1. **PARTIES.** This Lease Contract is between *you*, the resident(s)
(list all people signing the Lease Contract):

Astor Chance

and us, the owner: Trinity Border Street
Residential, LLC

(name of apartment community or title holder). You've agreed to rent
Apartment No. 104 at 126 Border
Street

(street address) in
East Boston
East Boston

(city), Massachusetts, 02128
(zip code) (the "apartment" or the "premises") for use as a private
residence only. The terms "you" and "your" refer to all residents
listed above. The terms "we," "us," and "our" refer to the owner
listed above (or any of owner's successors' in interest or assigns).
Written or electronic notice to or from our managers constitutes
notice to or from us. If anyone else has guaranteed performance of
this Lease Contract, a separate Lease Contract Guaranty for each
guarantor is attached. Unless otherwise agreed to by both parties
in writing, all residents listed shall use the apartment as their
primary residence during the term of the Lease.

2. **OCCUPANTS.** The apartment will be occupied only by you and
(list all other occupants who are under 18 and not required to sign the
Lease):

No one else may occupy the apartment. Persons not listed above
must not stay in the apartment for more than 7 consecutive
days without our prior written consent, and no more than twice
that many days in any one month. *If the previous space isn't filled in,*
two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the
1st day of July, 2023, and ends at
11:59 p.m. the 31st day of March, 2024.

Renewal. Unless the landlord serves a notice of non-renewal at
least thirty (30) days prior to the expiration of the initial term, OR
the tenant serves a notice to vacate at least sixty (60) days prior to
the expiration of the initial term, this Lease Contract will
automatically renew on (check one):

☒ a month-to-month basis ("Extended Term"), terminable upon
thirty (30) days written notice as required by paragraph 38
(Move-Out Notice). The monthly rental rate for any Extended
Term will be the market rate as indicated in the renewal
offer that we provide to you for a comparable apartment
plus a month-to-month premium of 500.00. There
may not be comps at the community to refer to at that time, it
may be general market rate.

☐ successive terms of _____ months ("Extended Term"), unless
the landlord serves a notice of non-renewal at least thirty
(30) days prior to the expiration of any successive term, OR
the tenant serves a notice to vacate at least sixty (60) days
prior to the expiration of any successive term. The monthly
rental rate for the Extended Term will be the market rate as
indicated in the renewal offer that we provide to you for a
comparable apartment plus a month-to-month premium of

4. **SECURITY DEPOSIT.**

☐ **Initial Term.** Unless modified by addenda, the total security
deposit at the time of execution of this Lease Contract for all
residents in the apartment is \$ 500.00, due on
or before the date this Lease Contract is signed.

☐ **Renewal Lease.** If this is a renewal lease, the security deposit
collected with your Initial lease continues to be held and
accounted for pursuant to MGL ch. 186 sec 15B.

If we request the last month's rent from you along with the security
deposit, we will comply with the requirements of G.L. c. 186 § 15B
(2). See paragraphs 43 (Security Deposit, Deductions and Other
Charges) and 44 (Deposit Return, Surrender and Abandonment) for
security deposit return information.

5. **KEYS.** You will be provided 2 apartment key(s), 2
mailbox key(s), _____ FOB(s), and/or 1 other access
device(s) for access to the building and amenities at no additional
cost at move-in. If the key, FOB, or other access device is lost or
becomes damaged during your tenancy or is not returned or is
returned damaged when you move out, you will be responsible for
the costs for the replacement and/or repair of the same.

☒ (check if applicable) Each person who is 18 years of age or older
AND listed as a resident on the lease will be given a FOB for
access to the building and amenities, at no cost to use during his
or her tenancy. If the FOB is lost, stolen or damaged a fee will be
charged for a replacement. If the FOB is not returned or is
returned damaged when you move out, there may be a deduction
from the security deposit or damage charge for the replacement
and/or repair of same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay
\$ 1559.00 per month for rent, payable in advance and
without demand:

☐ at the on-site manager's office, or
☒ at our online payment site, or
☒ at the on-site manager's office which
accepts Cashier's Checks only

Prorated rent of \$ 0 is due for the remainder of the
partial month of the Lease Term upon execution of this Apartment
Lease Contract. Otherwise, you must pay your rent on or before the
1st day of each month (due date) with no grace period. Cash is
unacceptable without our prior written permission. You must not
withhold or offset rent unless authorized by statute. We may, at our
option, require at any time that you pay all rent and other sums in
cash, certified or cashier's check, money order, or one monthly check
rather than multiple checks and may disable any ability to pay
through any on-line portal systems. At our discretion, you hereby
authorize us to convert any and all checks via the Automated Clearing
House (ACH) system for the purposes of collecting payment. Rent
is not considered accepted if the payment/ACH is rejected, does not
clear, or is stopped for any reason. If you don't pay all rent on or
before thirty (30) days after the first (1st) day of the month, you'll
pay a late charge. Your late charge will be (check one) ☒ a flat rate
of \$ 50.00 or ☐ _____ % of your current monthly rent
as stated in paragraph 6 of this Lease Contract. You'll also pay a
charge of \$ 100 for each returned check or rejected
electronic payment. If you don't pay rent on time, you'll be delinquent
and all remedies under this Lease Contract will be authorized. We'll
also have all other remedies for such violation. Notwithstanding
any memo or reference on payments remitted by you, we may, but
are not required to, apply payments by you to the oldest outstanding
amount(s) due on your resident ledger. All payment obligations
under this Lease Contract shall constitute rent under this Lease
Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:
- ☐ gas ☐ electricity ☐ master antenna ☒ trash
- ☐ cable TV ☐ heat ☐ water
- ☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities and are responsible for transferring those utilities into your name upon your possession. However, we will pay for all utilities we are required to pay for under Massachusetts law, unless this Lease Contract provides otherwise. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Utility providers and cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. You must not misuse, or otherwise excessively use (as determined in our discretion), any electrical outlets or other utilities provided by us in the common areas. If your electricity is ever interrupted, you must use only battery-powered lighting. If water/sewer utilities are sub-metered for the apartment, we will attach an addendum to this Lease Contract in compliance with state rules and if applicable, city ordinances. If you fail to remit payment for utilities we may, but are not required to, pay for said utilities and charge you accordingly for the same, which amounts shall constitute "additional rent".

8. **INSURANCE.** Except as required by state law, we do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless due to owner's omission, fault, negligence, or misconduct.
- In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is a breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. If you are required to purchase personal liability insurance you must provide evidence of coverage at lease inception, list the property as an interested party on the policy, and must confirm an active policy upon request by owner at any time during the term of the Lease. **SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO \$750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.**

9. **LOCKS AND LATCHES/SECURITY DEVICES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.
- You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.
- Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from loss, misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay the aforementioned costs in advance in the event of: multiple requests for replacement and/or repair of devices; or if you are delinquent in reimbursement for previously repaired/replaced devices. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See Additional Special Provisions

See any additional special provisions if additional space is needed.

11. **DAMAGES AND REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants unless it is caused by our omission, fault, negligence or misconduct. Unless the damage is due to our negligence, omission, fault, or misconduct, we're not liable for—and you must pay for—repairs, replacement costs, and damage that result from you or your invitees', guests', or occupants' negligence or intentional acts which include, but shall not be limited to: (1) damage to doors, windows, screens, appliances, walls, floors, and/or any other equipment/fixture that is provided in the apartment home (or anywhere else in the building/development) that is the property of the owner; (2) damage from windows or doors left open; and/or (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.
12. **RENT INCREASES AND LEASE CONTRACT CHANGES.**
- a) No rent increases are allowed before the initial Lease Contract terms ends, except for (1) changes allowed by any special provisions in paragraph 10 (Special provisions) or (2) by a written addendum or amendment signed by you and us.

b) No Lease Contract changes are allowed before the initial Lease Contract terms ends, except for (1) changes allowed by any special provisions in paragraph 10 (Special provisions), (2) by

a written addendum or amendment signed by you and us, and/or (3) by a change of the apartment rules and regulations as allowed pursuant to paragraph 15 (Community Policies or Rules) which have no impact on the rental rate.

13. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay unless it is due to our omission, fault, negligence, or misconduct. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.
- If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.
- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.
14. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

15. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

16. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances or any trash addendums, if applicable. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any community swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not, anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and it is not used as a storage facility or processing station for online retail business and we assent in writing to the proposed business operation. This Lease is for residential purposes only. You acknowledge that those signing the Lease will use it as their primary residence, unless otherwise agreed to by contemporaneous writing signed by both parties. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify themselves as a resident, occupant, or guest of a specific resident in the community. Unless your guests/invitees are going to and/or coming from your apartment home, you are expected to accompany them at all times while they are in the property's amenity areas. Your guests' failure to use the most direct ingress/egress to your unit shall be a lease violation subjecting you to termination.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person, financial fraud or deceit, or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you. Any such activity or designation shall be deemed a material violation of this agreement.

17. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; engaging in any criminal activity at or near the development regardless of whether an arrest or conviction occurs as a result of said conduct; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others or violating any Federal, state, or local law, or ordinance.

18. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in

handicapped parking areas. We may have unauthorized or illegally parked vehicles towed as allowed by state statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) is not moved from any area in the development, authorized or unauthorized, following written notice by management that said vehicle must be moved for snow removal and/or other requisite purpose in our sole discretion; or
- (14) belongs to a resident and is parked in a visitor or retail parking space.

19. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, Federal or Massachusetts law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

20. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

21. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of stoves, appliances, sinks, toilets, smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, we'll test them and provide working batteries when you first take possession. You must immediately report smoke detector and/or carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and/or carbon monoxide detectors. If you damage or disable the smoke detector and/or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees. If you disable or damage the smoke detector and/or carbon monoxide detector, or fail to report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water, unless due to Ownership's own neglect, misconduct, fault or omission.

Casualty Loss. We're not liable to any resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless due to our omission, fault, negligence or misconduct. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze, burst, or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and others' property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal

conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by applicable law. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. If video surveillance is provided/present at the property, you understand that it is for our purpose(s) only, not monitored at all times, and may not provide recording(s) to which you are entitled. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number and reports upon request.

22. CONDITION OF THE PREMISES AND ALTERATIONS. You have inspected the apartment, fixtures, and furniture and agree that they are free of any defects, including defects materially affecting the health or safety of ordinary persons. You will be given an Apartment Condition Statement on or before move-in. Within 15 days after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment, but we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, swimming pools, spas, saunas, tanning beds, exercise equipment which operation disturbs the quiet enjoyment of other residents, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily required or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

23. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; the presence of bugs, insects, vermin, or other pests; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part, except as allowed by state law.

If fire or catastrophic damage substantially destroys the apartment, or repair is beyond reason we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. If there is damage to, and/or infestation of, the apartment that requires necessary repair(s) and/or remediation that, in our vendor(s) professional opinion necessitates you temporarily vacating the apartment home, you understand that you shall so vacate upon reasonable written notice and return when instructed that the repairs are complete after written notice. During such temporary displacement, you continue to be responsible for your rental payments.

24. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional rent. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal rent will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. Any animal must comply with the rules and regulations of the community and shall not disturb other resident's quiet enjoyment of their apartment or the community or otherwise interfere with the management of the community. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), for authorized or unauthorized animals you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing which you agree is beyond normal wear and tear of the unit. We may remove an unauthorized animal by following the procedures of paragraph 29 (Default by Resident).

25. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, and/or mortgage lenders (or their agents), may peacefully enter the apartment home at reasonable times and not with less than 24 hours notice for the purpose of inspecting the apartment, making repairs, or showing the apartment to prospective residents (after move-out or vacate notice has been given). If nobody is in the apartment after the 24 hour notice has been provided, then the aforementioned persons may enter peacefully and at reasonable times, and will leave written notice of their entry in a conspicuous place in the apartment. Notwithstanding anything to the contrary contained herein, we may enter the apartment home with "knock-notice" in the event of an emergency related to fire, water, structure, electrical, or personal safety.

26. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violate(s) the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident of your apartment constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination of your tenancy, repair requests, and entry permissions) constitute notice from all residents. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

27. REPLACEMENTS AND SUBLETTING. Subletting or assignment is never allowed. If we allow you to replace a resident, the new resident and all remaining residents will need to execute a new lease contract or execute the appropriate Lease Contract Amendment to Add or Change a Roommate During Lease Term. The departing resident will no longer have a right to occupancy but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing.

Responsibilities of Owner and Resident

28. RESPONSIBILITIES OF OWNER. Subject to 105 CMR 410.00, the State Sanitary Code, we'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 22 (Condition of the Premises and Alterations);
- (2) maintain building fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local law regarding safety, sanitation, and fair housing; and
- (4) make all legally required repairs, notwithstanding your obligation to pay for damages for which you are liable.

29. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract and all addenda attached hereto including but not limited to the following violations:

- (1) you don't pay rent or other amounts that you owe when due;
- (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;
- (3) you abandon the apartment;
- (4) you give incorrect or false answers in a rental application;
- (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined by Massachusetts law;
- (6) any illegal drugs or paraphernalia are found in your apartment;
- or (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 17 (Prohibited Conduct).

Lease Renewal When A Breach or Default Has Occurred.

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of the termination of said subsequent Lease.

Eviction. *If you default, we may end your right of occupancy by giving you a 14 day written notice to vacate in the event that the default is due to your non-payment of rent, or a 7 day written notice to vacate in the event that the default is due to any other provision of this Lease.* Notice may be by: (1) regular mail; (2) personal delivery to any resident; (3) personal delivery at the apartment to any occupant over 16 years old; (4) sliding the notice under the main entry door and into the apartment; or (5) by any other service available under Massachusetts law. Termination of your possession rights doesn't

release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept use and occupancy charges or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. If your lease has expired, we reserve the right to evict you even if we continue to accept sums for use and occupancy only.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (1) the use and occupancy monthly rate during the holdover period will be increased by 25% over the then-existing market rent, without notice; (2) you will be liable to us for all use and occupancy charges for the full term of the previously signed Lease Contract of a new resident who cannot occupy because of the holdover—subject to the landlord's duty to re-let or mitigate; and (3) at our option we may extend the Lease Contract term for up to one month by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), concessions provided in any concession addendum attached to this lease, in addition to any other sums due. Upon your default, we have all legal remedies, including, but not limited to, termination of your tenancy, pursuit of an eviction, and reimbursement for any and all attorney's fees and/or litigation costs/expenses. Any and all amounts which remain unpaid for thirty (30) days from the date due shall bear interest at the maximum rate permitted by law, in which event interest shall accrue at the highest amount permitted by law. You shall be responsible for any and all attorney's fees, expenses, or other costs incurred by the Landlord to enforce any provision of this Lease whether related to your conduct, or the conduct of your household member(s), guest(s) and/or invitee(s).

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Mitigation of Damages. If you move out early, you'll be subject to all remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for any sums due including all reletting costs pursuant to Massachusetts General Laws.

General Clauses

30. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

31. NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

32. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

33. NOTICE. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

34. ATTORNEY FEES. In the event that you commence any litigation against us, and you fail to obtain judgment in your favor, you agree to reimburse us for any and all attorney fees and costs that we incur in relation to the defense of such action.

35. MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. All remedies are cumulative.

C. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

D. This Lease Contract binds subsequent owners.

E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.

F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

G. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option and can be reviewed upon request.

H. All Lease Contract obligations must be performed in the county where the apartment is located.

I. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

36. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

37. PAYMENTS. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than the sub-metered water and sewer charges (if applicable) and monthly rent, as defined in paragraph 6 (Rent and Charges) of this Lease

Agreement, are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We reserve the right to accept any amount less than the balance due at any given time and, if we accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue the outstanding balance.

When Moving Out

38. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 19 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 19 (Release of Resident), or as otherwise provided by Federal and/or Massachusetts Law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Terms), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract, including but not limited to paragraph 29 (Default by Resident) of this Lease, and state law.

39. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless you continue to pay rent until the conclusion of the lease term or the apartment is relet, whichever occurs first. Early move-out may result in reletting charges under paragraph 29 (Default by Resident). You may not apply any security deposit to rent without the landlord's written consent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for security deposit refund begins. You must give us, in writing, each resident's forwarding address.

40. OBLIGATION TO REMOVE PERSONAL PROPERTY UPON VACATING. Resident shall remove any and all personal property from the apartment upon vacating and/or relinquishing possession of same. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us. In the event that the Resident vacates/abandons the premises leaving any personal property therein, same may be deemed abandoned/trash, and may be discarded by the landlord at the Resident's expense.

Cost for removal shall be in addition to any and all other sums due to the landlord pursuant to the Lease.

41. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges beyond normal wear and tear, which shall be deemed property damage for which we will be entitled to seek reimbursement.

42. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

43. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

You'll be liable for the following charges, if applicable: unpaid rent; repairs or damages beyond normal wear and tear; water/sewer charges and other amounts provided by law. Your security deposit will be handled pursuant to MGL ch. 186 sec 15B, however we reserve the right to pursue any damages that exceed the amount of the security deposit due to your acts or those of your occupants or guests under applicable law (whether a security deposit is held or not).

44. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions to the extent required by statute no later than 30 days after surrender, vacating, or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. You agree that you will be deemed to have abandoned the apartment if no authorized person(s) appear to be living in the apartment; the majority of furniture, clothing, and other personal belongings have been removed from the apartment home; utilities have been shut off and/or remain unpaid for more than sixty (60) days; and/or we post a notice of abandonment on your apartment door and send you a copy via first class mail and electronic mail, and you fail to respond to the same within seven (7) days.

Severability, Originals and Attachments, and Signatures

45. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

46. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. Any updates or changes to the Community Policies and Rules may be communicated through the customary notification process at the Community, which may be by email, resident portal systems, or other electronic means or paper documentation. When an Apartment Condition Statement is completed, you should retain a copy, and return the original to us. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. E-mail communication does not satisfy the writing requirement for an amendment of this

or any addenda. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

47. GOVERNING LAW. The negotiation, execution, performance, termination, interpretation, and construction of this Lease are governed by the laws of the Commonwealth of Massachusetts. If Owner or Resident brings a lawsuit or any other action relating to this Lease, Owner or Resident agrees to file its lawsuit in the Massachusetts County where the Property is located. Owner and Resident agree to the exclusive jurisdiction of this court and consent to venue in that court. Resident agrees that this Lease will not limit or waive any rights of the Owner or Resident under applicable United States federal, state, or local laws.

**You are legally bound by this document.
Please read it carefully.**

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

Date form is filled out (same as on top of page 1)

06/29/2023

A copy of this fully executed Apartment Lease Contract, and all addenda, was provided to the Resident on _____ (date).

Resident or Residents (all sign below)

****If this document is electronically signed by resident, the email address used for e-signature shall be utilized to return a counter-signed Lease. Resident acknowledges that they are responsible for viewing/storing/printing the counter-signed lease through the residential portal, attached to the email or otherwise electronically forwarded to resident's account.**

Owner or Owner's Representative *(signing on behalf of owner)*

Address and phone number of owner's representative for notice purposes:

515 S. Flower St. 49th Floor

Los Angeles, CA 90071
(617) 542-3019

Name and address of locator service (if applicable)

In no event shall any of the provisions of this Lease indemnify, release, or otherwise excuse us from liability arising out of any mistake, fault, negligence or other misconduct of the landlord.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) Working Port Addendum: You acknowledge that your apartment is located on the East Boston waterfront in close proximity to a working port. You further acknowledge and understand that the neighboring property to the south of your apartment currently is now, or will be in the future, used for water-dependent industrial operations and that trucks may regularly enter and exit such property in connection with such use. You also agree that the rent charges have taken into account the location of the property and neighborhood and that no abatement of rent or other concession shall be provided or required for any such noise, use, or otherwise.



ATTACH TO YOUR LEASE

APARTMENT CONDITION STATEMENT



This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct, you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen (15) days after you receive this list or within fifteen (15) days after you move in, whichever is later. If you do not return this list within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

TO: Trinity Border Street Residential, LLC

Lessor
126 Border Street

Address
East Boston

City
02128

Zip

RE: 104

Unit
RE: 126 Border Street

Address
RE: East Boston

City
02128

Zip

We have examined the premises and have found the present condition to be as follows:

Date: _____ Lessor/Agent Signature: _____

Trinity Border Street Residential, LLC

Lessor
126 Border Street

Address
East Boston

City
02128

Zip
(617) 538-3598

Phone

Agent
Greystar

Address

City

Zip

Phone

| | | |
|-------------------------------|--------|-------------|
| AGREED AND ASSENTED TO: _____ | Lessee | Date: _____ |
| AGREED AND ASSENTED TO: _____ | Lessee | Date: _____ |
| AGREED AND ASSENTED TO: _____ | Lessee | Date: _____ |
| AGREED AND ASSENTED TO: _____ | Lessee | Date: _____ |
| AGREED AND ASSENTED TO: _____ | Lessee | Date: _____ |
| AGREED AND ASSENTED TO: _____ | Lessee | Date: _____ |

UTILITY ADDENDUM FOR GAS, TRASH, ELECTRIC SERVICE,
AND NON-SUBMETERED WATER & SEWER¹



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated June 29, 2023 between Trinity Border Street Residential, LLC

("We") and Astor Chance

("You") of Unit No. 104 located at 126 Border Street

(street address) in East Boston, MA 02128

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities will be as indicated below.

a) Water service to your dwelling will be either:

☐ paid by you; or

☒ paid by you, through an approved sub-meter, to us; or

☐ paid by us.

b) Sewer service to your dwelling will be either:

☐ paid by you; or

☒ paid by you, through an approved sub-meter, to us; or

☐ paid by us.

c) Gas service to your dwelling will be either:

☒ paid by you; or

☐ paid by us.

d) Trash service to your dwelling will be paid by you either (Landlord is responsible for units of 3 or more):

☐ paid by you; or

☒ paid by us.

e) Electric service to your dwelling will be either:

☒ paid by you; or

☐ paid by us.
2. You are responsible for transferring those utilities marked to be paid by you (above) into your name upon possession of the Unit. The failure to transfer any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction.
3. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and you shall be subject to eviction proceedings based on a breach of this Lease which may include a claim for waste damages.
4. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence, fault, misconduct or omissions by us or our employees. You release us from any and all such claims by a utility company or third party supplier and waive any claims or offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations not caused by us.
5. You agree not to tamper with, adjust, or disconnect any utility metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
6. All charges for sub-metered water and sewer service shall be considered part of your rent for purposes under MGL Chapters 186 and 239.
7. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

¹If your unit has submetered water & sewer you are responsible for said charges and are required to execute a separate water and sewer addendum.

[illegible]

| | |
|--------------------------|------------|
| Resident Signature _____ | Date _____ |
| Resident Signature _____ | Date _____ |
| Resident Signature _____ | Date _____ |
| Resident Signature _____ | Date _____ |
| Resident Signature _____ | Date _____ |
| Resident Signature _____ | Date _____ |
| Management _____ | Date _____ |



MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit. No. 104, 126 Border Street (street address) in East Boston (city), Massachusetts, 02128 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 29, 2023
Owner's name: Trinity Border Street Residential, LLC

Residents (list all residents):

Astor Chance

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for a person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to

keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

June 29, 2023

BED BUG ADDENDUM



Date: June 29, 2023
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit. No. 104, 126 Border
Street

(street address) in
East Boston
(city), Massachusetts, 02128 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 29, 2023
Owner's name: Trinity Border Street
Residential, LLC

Residents (list all residents):

Astor Chance

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum. Nothing in this Addendum shall limit the requirements enumerated under the Lease Contract regarding reporting of insects, vermin or other pests, and/or your duty to prevent same in your unit.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;
- OR
- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must prepare your unit for treatment and follow all instructions provided by our licensed pest control firm regarding your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so at the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. If you, your co-tenants, occupants, invitees or guests are found to be the source of any bed bug infestation, then you may be obligated to the following responsibilities, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

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Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



MASSACHUSETTS
RENT AND SECURITY DEPOSIT RECEIPT



To: Astor Chance

(Names of all residents)

RE: 126 Border Street, #104
(Street address and dwelling unit number, if applicable)
East Boston, MA 02128
(City, State, Zip)

We hereby acknowledge receipt of your Payment in the total amount of \$ _____ to be applied as follows:

- | | |
|-----------------------------------|------------------|
| 1. First Month's Rent | \$ _____ |
| 2. Last Month's Rent | \$ _____ |
| 3. Security Deposit | \$ <u>500.00</u> |
| 4. Installation of Locks and Keys | \$ _____ |

SECURITY DEPOSIT

1. The Lessor acknowledged receipt from the Lessee of \$ 500.00 (an amount not to exceed first month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.
2. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting
- (a) Any unpaid rent or water and sewer charges which have not been validly withheld or deducted pursuant to the provisions of any special or general law; and
 - (b) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and
 - (c) A reasonable amount necessary to repay any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.
3. The Lessor must provide Lessee with a written statement of the condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.
4. If the Lessor transfers the premises, the Lessor must transfer the security deposit or any balance, thereof, and any accrued interest, to the Lessor's successor in interest for the benefit of the Lessee.

As required by law, the security deposit is presently or will be deposited in a separate, Interest-Bearing account.

Account Number 8256783222 at TD Bank (Bank Name)
located at 185 Franklin St Suite 105
(Street Address) Boston (City), Massachusetts, 02110 (Zip).
The Lessee shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.

5. Lessee is required to provide Lessor with a forwarding address upon vacating the premises.

LAST MONTH'S RENT

Pursuant to applicable law, the tenant is entitled to interest on last month's rent paid in advance from the date of tenancy, payable at the end of each year of tenancy and prorated upon termination. Interest shall not accrue for the last month for which rent was paid in advance. The rate of interest payable on last month's rent is 5%, provided however that if the landlord elects to deposit last month's rent in a bank account, interest will be limited to any lower rate actually paid by the bank. The tenant should provide the landlord with a forwarding address at the termination of tenancy indicating where such interest may be given or sent.

Date Received: _____ Received By: _____

OWNER: Trinity Border Street Residential, LLC

SIGNATURE: _____
Management Company

WATER/SEWER USAGE ADDENDUM



This Water/Sewer Usage Addendum is dated and effective as of June 29, 2023
(date of the lease) to which this addendum is attached and made a part of thereof (the "Lease") and is made by and between
Astor Chance

("Tenant") and the "Landlord" named in said Lease for apartment # 104. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 1. Resident has been advised that a water-submeter has been installed to measure the water usage in the apartment. Attached to this Addendum is a copy of the certificate filed by Landlord pursuant to the Act with the local health board or other department charged with enforcement of the State Sanitary Code. (If e-signature is used to sign these documents, the certificate will be emailed or provided prior to occupancy).
- 2. Landlord shall be obligated to maintain the sub-meter system in good working order in accordance with the provisions of the State Sanitary Code. Tenant shall pay to Landlord, as additional rent, charges for water usage and sewer allocable to the Premises in accordance with the following provisions:
 - a. In addition to the rent and other amounts due pursuant to the provisions of the Lease, you agree to pay, and shall be charged, for all water/sewer usage within your dwelling unit. **These amounts charged are considered rent for all purposes.** We will provide you with a bill for water/sewer usage which will include the current and immediately preceding sub-meter reading and the date of such reading, the amount of water consumed since the last reading, the charge per unit of water, the total charge, and the payment due date.
 - b. To determine the calculated cost per unit of water to assess the charge, we will divide the total amount of any bill provided by the water company for water/sewer usage, which will include any customer service fee and taxes, for all water provided to the main water meter of which the sub-meter is a party, by the total amount of water consumed for the entire premises served by that main water meter. This will establish the monthly water rate. You will then be charged for the total number of units, measured by your sub-meter, times the monthly water rate.
 - c. We send bills on a (check one):
 - ☒ Monthly basis, therefore payments are due within 15 days after mailing; or
 - ☐ Intervals greater than one month, therefore payments are due 30 days after mailing.

If Tenant fails to make payments when due, such non-payment shall be deemed a material breach of the Lease. Such breach may be cured by payment in full prior to any court hearing with respect to such breach. Bills may be issued on Landlord's behalf by an outside sub-metering service manager. The billing entity from which Tenant shall receive monthly Utility bills and as designated by Landlord is:

Yardi

This designation may be changed by Landlord at any time. We will provide notice of changes if they occur.

- d. If your Lease starts after the beginning but before the end of the water company billing period, Landlord shall mail to Tenant on the first day of such term the sub-meter reading for the Premises as of the Lease commencement day.
 - e. If the Lease terminates in the middle of the water company's billing period, Landlord shall give the Tenant on the last day of actual tenancy a final sub-meter reading for the Premises as of that day, together with a final bill, calculated by reference to the last bill issued to Landlord. If Landlord is unable to give a final sub-meter reading and bill to Tenant on the last day of the tenancy, Landlord shall do so by mail no later than the day thereafter. Notwithstanding paragraph 3(c) above, this amount shall be immediately due and payable or may be deducted from any security deposit. However, if it is later determined that based on actual cost received at the close of the water company's billing period that tenant's charge is less than what was used as a reference by Landlord to calculate the final bill, Landlord shall recalculate the amount due and mail Tenant a revised bill, together with a rebate for any overpayment.
3. Tenant acknowledges that Landlord cannot guarantee the level of charges for water and sewer utility service, which will vary over time depending on Tenant usage characteristics, changes in the rates imposed by the utility provider that provides service to Landlord and other factors. Any checks tendered for payment and dishonored due to insufficient funds shall be subject to the same penalty and fees as under the Lease.

You understand and acknowledge that certain water conservation devices have been installed on the showers, faucets, and water closets in your dwelling unit. You agree not to remove or tamper with these devices and shall provide us with prompt written notice in the event any such device requires repair or replacement. Failure to comply with this provision shall constitute a material violation of the Lease.

| | |
|--------------------------|------------|
| Resident Signature _____ | Date _____ |
| Resident Signature _____ | Date _____ |
| Resident Signature _____ | Date _____ |
| Resident Signature _____ | Date _____ |
| Resident Signature _____ | Date _____ |
| Resident Signature _____ | Date _____ |
| Management _____ | Date _____ |

2. LEASE CONTRACT DESCRIPTION.

Residents (list all residents):

Astor Chance

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.

Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to any temporary stays, overnight stays, or any other stays arranged on Airbnb.com or other similar internet sites. In addition, under no circumstances may any portion of the leased premises be used by a boarder, lodger, or roommate without the prior written consent of the Lessor.

4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a material violation of this Addendum and a breach of your Lease Contract.

5. VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted

Resident or Residents
(All residents must sign)

by law or by written, signed prior agreement with us. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. SEVERABILITY. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

There is no subletting allowed at Boston East

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum





NO-SMOKING ADDENDUM

Date: June 29, 2023
(when this Addendum is filled out)

Use of any product(s) involving smoking, burning, or combustion is prohibited in any portion of the dwelling and/or the entire Community.

1. DWELLING UNIT DESCRIPTION.

Unit. No. 104, 126 Border
Street _____ (street address) in
East Boston
(city), Massachusetts, 02128 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 29, 2023
Owner's name: Trinity Border Street
Residential, LLC

Residents (list all residents):

Astor Chance

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, juul, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, juul pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE COMMUNITY IS STRICTLY PROHIBITED. All forms of smoking or possession of smoking products is strictly prohibited inside any dwelling, building, or interior of any portion of the Community. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited products or smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the Community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the Community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the Community or in the enclosed spaces on the surrounding Community grounds.

5. SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY. In the event of such specially marked areas, smoking must be at least _____ feet from the building in the Community, including administrative office buildings. If the previous field is not completed (and smoking is permitted outside of buildings as provided herein), smoking is only permitted at least 25 feet from the buildings in the Community, including

administrative office buildings. The smoking-permissible areas are marked by signage. The distance referenced above applies on development grounds and may apply even if you are on public property to the extent that your and/or your guest's conduct interferes with other residents' rights to quiet enjoyment of their apartment home and/or the common areas.

Smoking on balconies, patios, and common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the Community may be used for smoking: There is no smoking on Boston
East Property

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests. We reserve the right to modify or change the designated areas through modification to our community policies upon notification to all residents.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke, vapor, or any other byproduct of the referenced products, which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free Community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of this addendum is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community’s no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the Community, there is no warranty or guaranty of any kind that your dwelling or the Community is and/or will be smoke free. Smoking in certain limited outside areas may be allowed as provided above, and certain areas may be in close proximity that are not under our control. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are able and/or obligated to investigate and act, and you must thereafter cooperate with us in the prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)



WASHER DRYER ADDENDUM

This is an Addendum to the Lease dated 06/29/2023 (the "Lease"), by and between Trinity Border Street Residential, LLC (hereinafter "Owner") of the Apartment Community known as Boston East and Astor Chance collectively hereinafter "Resident"), for the premises known as 126 Border Street #104, East Boston, MA 02128 County of _____, ("Premises").

Check Yes or No Below for Supplied Equipment

Yes ☐ No ☐ Community Supplied Equipment

Owner agrees to lease to Resident a washer and dryer for the sum of \$_____ per month, beginning on 06/29/2023 and expiring concurrently with the above referenced Lease, including any month-to-month periods. Resident agrees to pay Owner \$_____ per month to lease the washer and dryer. Resident shall pay the monthly rental amount in advance, as additional rent, at the beginning of each month.

The WASHER SERIAL # IS _____ and the DRYER SERIAL # IS _____. The washer/dryer set will hereinafter collectively be referred to as the "equipment". Resident acknowledges that the equipment is for Resident's use and in consideration of Resident's agreement to pay washer and dryer rent. Owner is the owner of the equipment, and Resident shall not remove the equipment from the Premises.

Resident agrees to allow Owner's agents access to the Premises and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of equipment. Resident agrees to make any necessary preparations, including clearing a path to the laundry closet and securing all pets.

Once the equipment is installed and prior to Resident's first use, Owner's onsite agent must come into Resident's apartment to verify that there are no leaks. Such an inspection does not create any liability on Owner's party. Resident is responsible for any damage caused by a leaking washer, and will be billed by Owner for such damage. Owner is not liable for any damage caused by the equipment. Resident agrees to waive any and all claims, liabilities and actions of whatever nature Resident may ever have against Owner and Owner's agents for the delivery, repair, maintenance or removal of equipment. Resident agrees to indemnify Owner and Owner's agents for any and all damages of whatever nature or kind arising from Resident's willful or negligent misuse of the equipment.

Resident agrees to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. Resident is liable to Owner for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for mechanical repairs. During occupancy, Resident must pay Owner all damages to the equipment upon demand. Owner will deduct damages to the equipment from Resident's security deposit upon move-out. If Resident removes the equipment from the Premises, Resident shall pay Owner \$800 or the actual cost of the equipment whichever is greater.

If any monthly rent is not paid on or before the due date Boston East reserves the right to remove the equipment without prior notice.

Resident agrees that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, Resident's failure to pay monthly equipment rent is a breach of the Lease, and Owner shall have all remedies including eviction. In addition, upon Resident's failure to pay equipment rent, Owner shall have the right to remove the equipment without notice.

Resident shall remain liable for all amounts under this Addendum until Resident vacates, including holding over or month-to-month periods, and all provisions of this Addendum will remain in effect during such periods.

Yes [] No [x] Resident Supplied Equipment

Resident has permission from Owner to install and use a washer/dryer set ("equipment") in the Premises.

If Resident's equipment leaks or floods, it may cause a lot of problems and a lot of damage to the Premises and other adjoining units, as well as damage to Resident's personal property and personal property of residents in other units. For these reasons, Resident's right to install and use the equipment is subject to the following conditions and Resident agrees to these conditions:

1. Resident agrees to be especially careful in Resident's selection of equipment and in its installation, maintenance and use. Please remember that Owner does not select, install or maintain Resident equipment. Resident and Resident's occupants and guests must follow the manufacturer's instructions for the equipment installation, maintenance and use. Owner strongly recommends that Resident have the equipment professionally installed.
2. Upon installation of the equipment, Resident must use new hoses. Bursting or leaking hoses are the most common cause of water damage. Stainless braided water hoses are recommended.
3. Once the equipment is installed and prior to Resident's first use, Owner's onsite agent must come into Resident's apartment to verify that there are no leaks. Such inspection does create any liability on Owner and does not release Resident from liability in the event of damage from Resident's equipment.
4. Resident agrees to assume strict liability for all damages to the Premises and to other units and to personal property in the Premises and other units caused by the equipment, including but not limited to leaks and floods, and will be billed by Owner for such damage. Owner is not liable for any damage caused by the equipment and Owner's insurance will not cover such damages. Resident agrees to indemnify Owner and Owner's agents for any and all damages of whatever nature or kind arising from Resident's equipment. Resident must carry renter's insurance until Resident vacates the Premises. Resident's policy must provide insurance coverage for damage to Resident's personal property from accidental water discharge. It must also provide coverage for any potential liability due to the equipment damaging, including but not limited to, the Premises, other units and personal property of others.

Resident(s) Signature(s)

(18 years of age and over)

Date: _____

Date: _____

Date: _____

Date: _____

Apartment Number: 104

Owner's Representative Signature:

Title: _____ Date: _____



1. DWELLING UNIT DESCRIPTION.

Unit No. 104, 126 **Border**
Street _____
 _____ (street address) in
East Boston
 (city), Massachusetts, 02128 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: **June 29, 2023**
Owner's name: **Trinity Border Street
Residential, LLC**

Residents (list all residents):

Astor Chance

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in, or permitting, any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Massachusetts and/or the Federal Controlled Substances Act.

Resident or Residents (sign here)

Date of Signing Addendum

Owner or Owner's Representative (signs here)

Date of Signing Addendum

4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
 5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
 6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
 7. Engaging in any activity that constitutes waste, nuisance, or unlawful use.
- B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:





PACKAGE ACCEPTANCE ADDENDUM

1. DWELLING UNIT DESCRIPTION.

Unit. No. 104, 126 Border
Street
East Boston (street address) in
(city), Massachusetts, 02128 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 29, 2023
Owner's name: Trinity Border Street
Residential, LLC

Residents (list all residents):

Astor Chance

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 10 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Addendum



Community Policies/Master Lease Addendum

1. Preface

This Master Lease Addendum contains community rules, regulations, and/or policies that are incorporated into and part of your Lease Contract. They apply to you and your occupants, guests, and invitees. Use of "we", "us", and "our" in this Addendum refers collectively to the owner of the community and the owner's authorized agents/representatives. Violation of any provision of this Addendum may result in termination of your right of possession and/or your Lease Contract. The community rules, regulations, and/or policies in this Addendum may be added to, amended or repealed at any time in accordance with your Lease Contract.

2. No Reliance on Security Devices or Measures

You acknowledge that cameras may be installed at some or all of the gates and in various common areas throughout the community. If cameras are installed, these areas may be recorded. Cameras, if installed, are for the sole purpose of protecting our real and personal property. Such cameras are not intended to protect, monitor, provide security for, or give a sense of security to you or any occupant or guest. You acknowledge that, given the limited purpose for which cameras may be installed or used, we have no obligation to cause such cameras to be monitored. We have no obligation to preserve or make available the contents of any recordings to you or others.

3. Entry Devices

In the event your community requires an entry device, the following policies apply.

- a) **Access Card, Remote or Key Fob:** You and each occupant if you request, will receive one controlled access device of our choice. Additional devices may be available for an additional charge of \$_____.
- b) **Damaged, Lost or Unreturned Cards, Remotes, or Fobs:** If a controlled access device is lost, misplaced, stolen damaged, or not returned at termination of this Agreement, a fee of \$_____ will be charged for each device replacement.
- c) **Duplicate, Lost or Unreturned Keys:** A charge of \$_____ will be owed for each duplicate, lost or unreturned key.
- d) **Re-keying Lock:** If you wish to have your apartment home, storage, mailbox, and/or garage lock(s) re-keyed because you have lost your key or for any other reason you agree to pay a re-keying fee of \$_____ which is due prior to changing your locks.
- e) **After Hours Lock Outs:** After office hours, you must contact and pay for a locksmith if you have locked yourself out.
- f) **Lock Outs During Office Hours:** If you are locked out of your apartment home during business hours, contact us. A picture I.D. may be required to gain access to your apartment home.

4. Patios / Balconies / Private Yards

In the event your community has patios, balconies, or private yards, the following policies apply.

Items Prohibited

| | | |
|-------------------------|------------------------------------|--------------------------------------|
| Combustible Materials | Flags | Furniture designed for Indoor Use |
| Firewood | Charcoal & Gas Grills | Bicycles hung from ceilings or walls |
| Unightly or Heavy Items | Propane Tanks | Laundry |
| Motorcycles | Automobile Tires, Parts, Equipment | Signs |

- a) **Resident Responsible for Private Yard:** In the event your apartment home has a private yard and you are responsible for maintenance of the yard, maintenance will include, but not be limited to, mowing, edging, shrub trimming, watering, debris removal, weeding, etc. You agree to maintain the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, etc.). If your private yard is not maintained to the community standards, we have the right to maintain it and charge our actual cost each time maintenance is required. Upon move-out, we can deduct any amounts owed for damage to the private yard which exceed ordinary wear and tear from the security deposit as allowable under the Lease Contract.
- b) **Community Landscaper Utilized for Private Yard:** In the event your apartment home has a private yard and your community landscaper maintains the private yard. You are still responsible for maintaining the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, regular watering, etc.). You agree to provide access so that routine yard management maintenance can occur. If your private yard is not maintained to the community standards, we have the right to maintain it and charge our actual cost each time maintenance is required. Upon move-out, we can deduct any amounts owed for damage to the private yard which exceed ordinary wear and tear from the security deposit paid as allowable under the Lease Contract.

5. Gardens

In the event your community has a garden for the enjoyment of all residents, the following policies apply.

- a) Unless otherwise posted, the hours are from dawn to dusk.
- b) Use at your own risk. In case of emergency, call 911.
- c) You agree to plant the garden plot within two weeks of being assigned a designated area.
- d) You agree to maintain the designated plot and to keep plants within the assigned/designated area.
- e) We encourage an organic gardening program. Use of pesticides, herbicides, and insecticides made from synthetic materials as well as use of chemical fertilizers are not advisable. Slug bait is permitted only when used in enclosed containers, which must be removed from the site after use. Use of raw human and/or animal waste is not allowed due to environmental and health concerns. Fully composted manures, such as steer and chicken manure, are allowed.
- f) No illegal plants may be grown, including but not limited to any plant listed by the state agencies and weed control board as noxious weeds.
- g) Only water your assigned garden plot.
- h) Maintain healthy plants and remove dead plants in a timely manner (not to exceed one week duration).
- i) Materials other than plants are prohibited, except items that assist in growth.
- j) All tools provided by us must remain in designated areas. We are not responsible for injuries due to the use of tools. If you need any additional tools, they are your responsibility.
- k) Debris after planting, any remaining soil, fertilizer, etc. must be swept immediately.
- l) Garden plots will expire with your lease, and may be renewed at the time of lease renewal. If you decide not to renew usage, the plot must be cleaned out and left in the original condition. Renewal is not guaranteed.
- m) We are not responsible for lost, stolen, or damaged plants or other items.
- n) Please be respectful of the neighbors who live around the gardens. No smoking, noise disturbances, or horseplay is allowed.
- o) Animals are not allowed in the garden plot areas, except assistance animals.

6. Inside or Near the Apartment Home

6.1 Windows and Doors: Any window treatment installed by you shall present a uniform appearance with the exterior of the building. The use of foil and other similar materials, on windows is strictly prohibited. You will not obstruct any windows or doors.

6.2 Welcome Mats and Heavy Items: You may place a welcome mat in front of your entry door subject to our approval. Rugs or carpet remnants are not permitted. You shall not place any unusually heavy objects on the floor of the Premises, such as pool tables, waterbeds, etc. without our prior written permission. You will not obstruct any doorways, stairs, entry passages, breezeways, courtyards, or halls of the community.

6.3 Soliciting: Soliciting is not permitted in the community. Unless allowed by law or following our prior written permission, you shall not distribute, post, or hang any signs, flyers, advertisements, or notices in any portion of the community.

6.4 Fireplace: In the event your apartment home has a fireplace, you agree to use the fireplace for the intended purpose and at your own risk. Never use flammable liquids to start fires and never burn anything other than seasoned firewood. Clean your hearth of any flammable materials. Do not attempt to clean the inside of the chimney. Report maintenance needs to us immediately. Use a mesh screen and leave glass doors open when burning

fires. If applicable, open the flue/damper before lighting a fire. Close the flue/damper only when the fire is completely out, the smoke has ceased to rise, and the wood is cool. Never leave a fire unattended. Put all fires out completely before going to bed or leaving the apartment home.

6.5 Furniture, Televisions, Appliances: In the event your apartment home has furniture, televisions, and/or appliances included, you agree to maintain them in a clean condition, reasonable wear and tear excepted. Removal of these items is not allowed. Upon move-out, these items must be placed in the same location they were upon move-in. You will pay the cost to repair, replace, or clean the furniture, televisions, and/or appliances.

6.6 Wires and Personal Items Outside the Home: No radio, television or other wires are permitted on any part of the apartment home. You shall not store personal items in the outside walkways, breezeways or under stairs.

7. Odors

You, your occupants, guests, and invitees acknowledge that we cannot prevent odors in and around your apartment home and community.

7.1 Resident Responsibilities: If you create odors, you shall provide proper ventilation so you do not disturb or cause inconvenience to others.

7.2 Removal of Odors: If the carpet, walls, A/C ducts, or other items in the apartment home retain odors due to your use, or surrounding residents complain about the odors, you will be responsible for the cost for removing unwanted smells and odors.

8. Parking and Vehicles

In the event your community has parking for residents, the following policies apply. Guests must park in guest parking only.

- a) **Speed Limit:** Unless otherwise posted, the speed limit is ten (10) miles per hour.
- b) **Posted Signs:** You are responsible for following all posted signs including height restrictions, mounted mirrors, and traffic control devices.
- c) **Unassigned Parking:** In the event parking at your community is unassigned, you can park on a first-come, first-serve basis, except in designated areas. Parking spaces are not guaranteed.
- d) **Assigned Parking:** In the event parking at your community is assigned, you must park only in your assigned space.
- e) **Limitation of Vehicles:** We will advise you if your community has a limitation on the number of vehicles allowed.
- f) **Restricted Vehicles:** Unless specifically allowed in designated areas, including carports and/or garages, the following are not allowed: campers, trailers, boats, buses, large trucks, commercial vehicles, mobile homes, trailers, recreational vehicles and equipment. Violators will be towed away at the vehicle/equipment owner's expense.
- g) **No Vehicle Repairs:** Automobile repair work is not allowed on the community. Washing vehicles is not allowed unless there is a designated car care facility.
- h) **Vehicle Insurance:** All vehicles will be parked at your own or the vehicle's owner's risk, and you will maintain proper insurance on your vehicles.
- i) **No Loitering or Recreational Activities:** You, your occupants, guests, and invitees may not engage in the following activities in parking areas: loitering (standing or waiting around), recreational activities, or disrupting the flow of traffic.
- j) Improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment are not permitted in the community and may be removed by us at your expense or the expense of any other person owning same, for storage or public or private sale, at our option with no right of recourse against us. The definition of improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment shall be liberally construed in our favor. In addition, but not limited to their generally accepted definitions, "improperly parked", "non-operable", "abandoned", and "unauthorized" shall also mean vehicles or equipment which: (1) Are noxious, offensive, unsightly, unpleasant or unkempt such as could reasonably affect the appearance or rental marketability of the community or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to us or other residents; (2) Are not displaying any required hangtag, decal, or other identifier provided by us; (3) Are left unattended for a period of not less than thirty (30) days without anyone having claimed ownership of it.

9. Parking Tags/Stickers

In the event your community requires parking tags/stickers, the parking tag/sticker must be visibly displayed either on the rear-view mirror or taped next to the vehicle registration. We are not responsible for damage to tint or glass due to the sticker. The vehicle can be towed at the vehicle owner's expense in accordance with state law.

- a) You agree to advise your guests and invitees to park in the designated guest parking spaces only.
- b) If your sticker/tag is lost, stolen, damaged, or not returned upon move-out, a replacement fee of \$_____ will be assessed to your account.

10. Animals

10.1 Assistance Animals: Assistance animals required pursuant to a disability-related need are welcome. Assistance animals must be disclosed to and approved by us. The appropriate reasonable accommodation process will apply.

10.2 Pet Policies: No animals of any kind are permitted in your apartment or the community without our prior written consent. In the event your community allows pets, the following policies apply.

- a) **No More Than Two Pets:** A maximum of two pets per apartment home is permitted.
- b) **Weight Limits:** Pets shall not exceed your community's weight limit.
- c) **Restricted Breeds and Prohibited Dogs:** The following breeds are not permitted on the community: Rottweiler, Doberman Pinscher, Pit Bull Terrier/Staffordshire Terrier, Chow, Presa Canario, Akita, Alaskan Malamutes, Wolf-Hybrid, or any mix thereof. Specific communities may have additional breed restrictions. In addition, we prohibit any dog with a history of biting, injuring any person or animal, or damaging property.
- d) **Determination of Breed:** Regardless of your representation as to the breed or classification of any animal, you agree that we shall make the final determination as to the breed or classification of your pet or animal in our sole and absolute discretion. Restricted Breeds shall have the broadest possible meaning, and includes, but is not limited to, any animal displaying physical traits or characteristics of any restricted breed animal, whether by observation or by standards established by the American Kennel Club, or other applicable association, or defined by any law, statute, or ordinance. If applicable, a canine DNA test may be requested at your expense.
- e) **Cats:** Cats must be spayed or neutered.
- f) **Animals Not Allowed in Amenities:** Animals, except Assistance Animals, are not permitted in the pool, pool area, or community amenity areas such as the business and fitness centers. No animals will be allowed in the pool or spa water.
- g) **No Staking Animals:** Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- h) **Aquariums:** Aquariums over 20 gallons must be approved by us.
- i) **Secure Animals During Service Requests:** Remove animals or place them in a room behind a closed door or kennel/crate with notification to us.

11. Trash Removal and Disposal

- a) **Curbside Pick Up:** In the event your community offers curbside trash pick-up, contact us for the scheduled days and times of pick-up. You agree not to leave any trash out on days that are not scheduled for pick-up. We reserve the right to remove curbside trash pick-up service upon written notice to you of the change.
- b) **No Curbside Pick Up:** In the event your community does not offer curbside trash pick-up, you shall dispose of your bagged and tied trash inside the compactor/dumpster facility as instructed by us or by the sign near the compactor/dumpster.
- c) **Trash Chutes:** In the event your community has trash chutes, contact us for the scheduled hours of operation. Securely tied, kitchen-sized bags are required. No loose items can be put in the trash chute. Do not use the chute for recycling. No boxes or large trash can be placed in the chutes. Contact us for details or questions regarding the use of the trash chutes.
- d) **Recycling:** In the event recycling is offered at your community, you are responsible for complying with all recycling regulations.
- e) **Potential Remedies:** You may be charged a removal fee for any trash left outside your apartment home or in breezeways or subject to eviction proceedings for failure to comply with your Lease. Please contact us if you require further instruction regarding proper disposal of garbage with the compactors, dumpsters, or chutes.
- f) **No Litter:** Do not leave cigarette butts or other trash near or around patios/balconies, under windows, or near entry doors.
- g) **No Furniture as Trash:** No furniture may be left for trash removal.
- h) **Dumpster Use for Residents Only:** Only you and your occupants are permitted to use the dumpster/compactor.

- i) **No Dumpster Diving:** Do not retrieve items from the dumpster. Digging or scavenging is prohibited.
- j) **General:** Please break down empty boxes. Keep the area clean and litter free. If applicable, close the lid after use.
- k) **No Parking in Front of Dumpster:** Parking in front of the dumpster/compactor is not allowed.
- l) **Prohibited Items:** You understand that you cannot place the following items in or around the trash dumpster or compactor: propane tanks, flammable or toxic materials, furniture, bedding, appliances, auto batteries, tires, and oil/petroleum products.

12. Pest Control

12.1 Extermination: Unless prohibited by statute or otherwise stated in your Lease Contract, we may have extermination operations conducted in the apartment home several times a year and as needed to prevent pest infestation.

12.2 Preparations for Extermination: You agree to perform the tasks necessary to prepare the apartment home for extermination, including:

- a) removing people sensitive to the extermination treatment from the apartment home;
- b) removing animals or placing them in bedrooms with notification to us;
- c) removing animal food bowls;
- d) removing all food, utensils, glasses, and dishes and food containers from countertops and floors;
- e) removing chain locks or other obstructions on the day of service;
- f) removing contents from shelves, cabinets, and floors where pests have been seen;
- g) cleaning all cabinets, drawers, and closets in kitchen and pantry; and
- h) refraining from wiping out cabinets after the treatment.; and
- i) any other written instructions from our third party extermination company.

12.3 Notify Us of Health Issues: You are solely responsible for notifying us in writing prior to extermination of any anticipated health or other concerns related to extermination and the use of pesticides.

12.4 Your Responsibilities: To reduce the possibility of pests, you shall: (a) store all food in sealed containers; (b) not leave food or dirty dishes out; (c) empty all cans and bottles and rinse them with water; (d) immediately dispose of unused paper grocery sacks; (e) sweep and mop the kitchen regularly; (vi) vacuum carpets frequently to remove crumbs and other food particles; (f) remove trash immediately; (g) not put wet garbage in the trash; (h) use the garbage disposal if available; (i) not leave windows or doors open allowing pests to enter; and (j) comply with any instructions/protocol from the extermination company.

13. Packages / Deliveries

In the event your community accepts packages for residents, we do so in our sole discretion and the following policies apply:

- a) We will only accept packages from a commercial delivery service (UPS, Federal Express, etc.) and United States Postal Service. We will not accept any package shipped COD or having postage due.
- b) In the event your community offers a package locker system, couriers will make all deliveries exclusively through the locker system. Refer to your community for the locker location name to be placed on address delivery label(s), which will instruct couriers of proper delivery.
- c) We will not be responsible or liable for any lost or stolen deliveries which we sign for or accept. While your deliveries are in our possession, both during and after office hours, your deliveries are not secured.
- d) Pick up your deliveries within 48 hours. If you do not pick up your delivery within 48 hours, we reserve the right to return to sender.
- e) Occasionally the number of deliveries may become too great or too cumbersome; therefore, we reserve the right at all times to refuse deliveries.
- f) We have no obligation to contact you when accepting packages. This is your and the deliverer's responsibility.
- g) Deliveries or service requiring entrance into your apartment home by anyone other than us will be allowed only with your prior written permission.
- h) We are not responsible for articles or parcels left at your door or in the office by delivery services.
- i) We will not be available after hours to allow you access to your deliveries. You must pick up your packages during regular office hours.
- j) You shall not have perishable goods delivered to the office unless your community has approved such delivery in advance or offers refrigerated lockers.
- k) We may not accept packages that are over 25 pounds or larger than 2'x2'x2'.
- l) You may be required to present a photo ID and/or signature when picking up a package.
- m) We may refuse articles that are not addressed to you and/or an authorized occupant per the lease terms.

14. Maintenance Emergencies

Service requests will be handled after office hours if they are emergencies. We define emergencies as the following:

- a) Electrical or gas failure of any nature
- b) Broken or non-working exterior doors, locks, windows
- c) Malfunctioning access gates that are locked and will not open
- d) No heat (when outside temperature is below 60 degrees)
- e) No air conditioning (when outside temperature is above 85 degrees)
- f) No water
- g) Overflowing toilet
- h) Flooding
- i) Broken pipes
- j) Fire (call 911 immediately)
- k) After business hours, emergency service requests can be reported by calling the office. The on-duty service technician will be notified and will respond as quickly as possible.

15. Apartment Home Transfers

When transferring to another apartment home within the community:

- a) You shall not replace or transfer your interest in the Lease Contract, or any part hereof, without our prior written consent. If you are in violation of the Lease Contract, you will not be approved for a transfer.
- b) You must sign a Transfer form.
- c) The criteria for qualifications of credit, income and employment, residence, and criminal must be met for residents that transfer within the lease term or at the end of the lease term.
- d) You must fulfill at least 3 months of your current lease term before you will be eligible to transfer to a new apartment home.
- e) If applicable, a transfer fee must be paid prior to transferring. A new security deposit may be required to secure the new apartment home. In addition, market rent, new pet deposit/fees (if applicable) and other applicable fees must be paid.
- f) You are required to provide a written move-out notice according to your Lease Contract from the current apartment home. The vacated apartment home must be left in the condition described in the move-out cleaning instructions. We will inspect the apartment home and forward statements and deposit refunds to your new address.
- g) If you cancel the transfer after the new apartment home has been assigned and taken off the market, you will be responsible for any economic loss sustained resulting from your failure to rent the new apartment home.
- h) You shall be responsible for all moving costs including those associated with switching utilities and services to the new apartment home if a transfer is approved.

16. Amenities / Facilities

| | | | | |
|--------------------|-----------------------|-------------------|--------------------|--------------|
| Swimming Pool | BBQ Grill/Fire Pit | Spa or Hot Tub | Club Room | Dog Park/Spa |
| Sports Court | Car Cleaning Facility | Game Room/Theater | Laundry Room | |
| Tanning Facilities | Sauna | Business Center | Fitness Facilities | |
| Video Library | Nature/Hiking Trail | Playground | Roof Top Deck | |

In the event that your community hosts any of the above or other amenities, the following apply:

- In an emergency, call 911
- Attendants are not provided
- Use amenities at your own risk
- Comply with posted signs
- Use equipment in the manner it is intended
- Do not destroy any equipment/amenity
- Report any equipment needing repair or vandalism
- Do not remove any equipment
- Wear appropriate attire
- Be mindful of others when using amenities and limit time as necessary
- Only two guests are allowed and must be accompanied by you
- We are not responsible for accidents, injuries, or lost, stolen, damaged, or misplaced items
- You agree to hold us harmless from any and all claims, damages, or expenses related to the use of amenities

17. Amenity / Facility Safety-Related Restrictions

17.1 Safety-Related Restrictions: Our community contains amenities/facilities that are intended to enhance the living experience for you and your occupants. You agree that, for safety-related reasons, certain amenities/facilities may require restrictions on use. You agree to abide by posted signs. You further agree that you, your occupants or guests will be supervised, as needed, by someone possessing the proper skills to supervise the particular activity at the amenities/facilities.

17.2 Residents Shall Exercise Their Own Prudent Judgment: You, occupants and guests are advised to exercise their own prudent judgment with respect to the unsupervised use of the facilities located throughout the community. By establishing safety-related use restrictions, we are not in any manner representing, guaranteeing or ensuring the safety of any persons when participating in the activities or using the facilities of the community with or without supervision.

18. Swimming Pool and Spa / Hot Tub

In the event your community has a pool and/or hot tub for the enjoyment of all residents, the following policies apply. Please follow posted signage.

- a) We do not provide, at any time, safety or supervisory personnel at the pools, hot tubs, spas, or any other common area. **LIFEGUARDS ARE NOT PROVIDED. SWIM AT YOUR OWN RISK. FOR YOUR SAFETY, DO NOT SWIM ALONE.**
- b) No diving. Diving may result in injury or death.
- c) We cannot and do not assure, guarantee or warrant your safety.
- d) Assistance animals are allowed in the pool area if necessary due to a disability-related need; however, no animals will be allowed in the pool or spa water.
- e) We are not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- f) No jumping into the pool from balconies, patios, fountains, or other structures near the pool.
- g) Keep gates closed at all times.
- h) Respect others by covering pool furniture with a towel. Do not remove pool furniture from pool areas. Dispose of trash properly.
- i) Overexposure to hot water may cause dizziness, nausea, and fainting. Hot water exposure limitations vary from person to person.
- j) Check the hot tub temperature before entering the hot tub. Do not use the hot tub if the temperature is above 104 degrees. Do not operate the hot tub if the suction outlet cover is missing, broken, or loose.
- k) Do not place electrical appliances (telephone, radio, TV, etc.) within five feet of the pool or hot tub.
- l) Appropriate swimwear is required at all times as determined by us. Diapers are not allowed unless they are swim diapers.
- m) You are limited to 2 guests to any pool/hot tub area, and you must accompany your guests at all times.

19. Sports Courts (Tennis, Volleyball, Basketball, etc.)

In the event your community has sports courts (tennis, volleyball, basketball, etc.) for the enjoyment of all residents, the following policies apply.

- a) Motorcycles, bicycles, tricycles, roller blades, skateboards and skates are not permitted on the court surface.
- b) Do not sit or lean on the net. Do not hang from or climb on the goal or nets.
- c) Proper athletic shoes with rubber soles are required.

20. Club Room / Game Room / Theater

In the event that your community provides a club room, game room, and/or theater for the enjoyment of all residents, the following policies apply.

- a) No wet clothing permitted.
- b) Clubroom hours are determined by us.
- c) All items must be returned, in the condition in which they were received prior to leaving.
- d) Use the facility at your own risk. Use the equipment only in the manner intended by manufacturer.
- e) Do not remove or damage equipment and supplies.

21. Tanning Bed, Tanning Dome, or Spray Tan Booth

In the event a tanning device(s) is provided for the enjoyment of all residents, the following policies apply:

- a) Failure to use the eye protection may result in permanent damage to your eyes.
- b) Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- c) Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin and skin cancer.
- d) Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain food, cosmetics, and medications.

22. Video / DVD Library

In the event your community provides a video/DVD library, the following policies apply.

- a) You acknowledge and agree to be fully responsible for any and all videos/DVDs borrowed by self or other occupants while using the video services provided.
- b) All videos/DVDs must be returned in good working condition (except reasonable wear and tear) within 48 hours.
- c) We are not responsible for persons borrowing videos/DVDs that may not be suitable for themselves or others.
- d) We may charge your account the total amount owed including late charges and/or market value of all items not returned in good working condition.

23. Business / Computer Center

In the event your community has a business center for the enjoyment of all residents, the following policies apply:

- a) The center is for use by you and occupants only.
- b) We are not responsible for lost, stolen or damaged items, content viewed, viruses or loss of information.
- c) Smoking, food and drinks are prohibited.
- d) Please be considerate of others. Limit computer use to 30 minutes when others are waiting.
- e) You must provide their own document/data storage. Do not install or download any program, file or software on the business center equipment. Data created, stored or saved on the business center equipment will not be private, may be used by us for any purpose and will likely be deleted. *Incoming faxes are prohibited.*
- f) We reserve the right to monitor, intercept, review, and erase, without further notice, all content created on, transmitted to, received or printed from, or stored or recorded on the courtesy devices.

- g) Users should not use the courtesy device to transmit or store personal information, including user names, passwords, addresses, driver's license numbers, social security numbers, bank information, or credit card information.
- h) The courtesy device and associated access to the Internet may not be used to (a) violate United States, state, or foreign laws; (b) transmit or receive material that is threatening, obscene, harassing, discriminatory, defamatory, illicit, or pornographic; or (c) interfere with or disrupt network users, services, or equipment.
- i) Attempts to remove equipment from the business center will engage the alarm system.
- j) Users may not alter or damage existing hardware or software. Do not modify screensavers or background images on business center equipment.
- k) Violation of any or all of the above stated rules may result in termination of business center use or other remedies under the lease.

24. Barbecue Grill / Outdoor Kitchen / Fire Pit / Fire Place

In the event your community has barbecue grills, outdoor kitchens, fire pits, or fire places for the enjoyment of all residents, the following policies apply.

- a) Barbecue grill instructions may be posted at each location or are available from us. Please contact us before attempting to use these grills.
- b) Keep pets and persons requiring supervision away from open flames.
- c) Your community may require a deposit or fee to use the facility. Contact us for further details.
- d) Never leave a fire unattended. Do not leave until the fire is completely out.
- e) Keep flammable materials away from the fire.

25. Laundry Room

In the event your community has laundry rooms, the following policies apply.

- a) Use appropriate settings on washers and dryers. Any loss or damage to clothing is not our responsibility.
- b) No dyeing of clothes is permitted.
- c) Do not wash or dry oversized items.
- d) Remove lint from dryer before and after each use. Wipe down after use. Please leave machines clean.
- e) Facilities are for use by you and occupants only.

26. Dog Park/Spa

In the event your community has a Dog Park or Spa for the enjoyment of all residents, the following policies apply.

- a) Animal owners are responsible for their animal's behavior, for damage or injury inflicted to or by their animal(s). Animal owners must remain with dogs in fenced area at all times.
- b) You are limited to 2 animals per person in the Dog Park or Spa.
- c) Dogs must be leashed when entering and exiting the park and must be leashed in the transition corridor, if applicable. You must have a visible leash for each dog at all times.
- d) Animals with a known history of dangerous or aggressive behavior are prohibited. Immediately leash your dog(s) and leave the Dog Park if your dog behaves aggressively.
- e) Puppies under 6 months of age and female dogs in heat are not allowed in the Dog Park.

27. Roof Top Deck

In the event your community has a roof top deck for the enjoyment of all residents, the following policies apply.

- a) You, your occupants and guests shall not walk in any areas on the roof other than the designated walkway and roof top deck itself.
- b) Nothing shall be thrown or intentionally dropped over the edge of the roof. Any infraction of this policy by you, your occupants or guests, may cause your use privileges to be revoked and/or residency terminated.

28. Photographs, Digital Images, Video

All residents, occupants, visitors and guests, while in common areas, give Owner, management company, their employees, agents, subsidiaries and authorized vendors the right to record their image and/or voice, and grant Owner and management company all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever.

A release to Owner, management company, their employees, agents, subsidiaries and authorized vendors is granted for all rights to exhibit this work in all media, including electronic form, publicly or privately. The rights, claims or interest controlling the use of identity or likeness in the sound, still or moving images is waived and any uses described herein may be made without compensation or consideration.

29. Wildlife

29.1 Definition of Wildlife: Wildlife can include the presence of alligators, bears, crocodiles, snakes, opossums, raccoons, or other non-domesticated animals. In the event wildlife is found on the community, you agree to the following.

29.2 Resident Acknowledgements: You assume the risk with respect to having wildlife near your apartment home and acknowledge that we are not liable for any injuries, damages or losses to persons or property caused by or related to the wildlife.

29.3 Resident Responsibilities: You will be responsible for informing occupants, guests and invitees about the wildlife and enforcing their compliance with the following:

You, your occupants and guests will not:

- a) feed, get close to, or attempt to catch the wildlife;
- b) swim, wade or play near the wildlife;
- c) dispose of garbage or scraps near a water source, pond, lake, or other area that may contain wildlife.

30. Body of Water (Lake, Pond, Water Features)

You will be responsible for informing occupants, guests and invitees about the bodies of water and enforcing their compliance with the following:

No one will

- a) swim or wade in any body of water that is not designated as a swimming pool;
- b) boat on any body of water unless approved by us;
- c) ice skate or conduct any other type of water sport in or on the bodies of water.

31. Elevators

In the event your community has an elevator (s) for the enjoyment of all residents, the following policies apply.

- a) Do not attempt to maneuver or stop closing doors. Wait for the next elevator car.
- b) In the event of a fire or other situation that could lead to a disruption in electrical services, take the stairs.
- c) When entering and exiting the elevator, watch your step as the elevator car may not be perfectly level with the floor.
- d) Do not climb out of a stalled elevator. Use the alarm, help, or telephone button to call for assistance.

32. Construction or Renovation

In the event your community is under construction or renovation, the following policies apply:

- a) **Inform Occupants and Guests:** You will be responsible for informing occupants, guests, and invitees about these policies.
- b) **Stay Away from Construction Areas:** You agree to observe all warning signs and blockades. You agree to stay away from the construction areas and shall not climb on or enter onto scaffolding or other construction equipment at any time. You acknowledge there may be construction debris, trip hazards, and uneven surfaces. Construction crews may work throughout the days to complete construction.
- c) **Machinery and Equipment:** You acknowledge the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by you, your occupants, guests or invitees is strictly prohibited.

- d) **Minor Disturbances:** You acknowledges that the construction/renovation may cause noise, dust, and minor disturbances to the egress/ingress on or about the community and minor disturbances to the quiet and enjoyment of the apartment home.
- e) **Amenities May Be Unavailable:** You further agree that the amenities, including the clubhouse, pool, or other common areas, may be unavailable for use by you, your occupants, guests and invitees during the period of construction.
- f) **Move-In Date Not Guaranteed Due to Construction Delays:** You acknowledge that the move-in date cannot be guaranteed in the case of unforeseen construction delays. You acknowledge that you will not be compensated for any unforeseen occupancy delays. If you terminate the Lease Contract early for any reason other than construction delays, you will be responsible for all applicable early termination charges and procedures.

33. Prevention of Mold

You agree not to conduct any mold or other environmental testing of your apartment without giving us at least 72 hours advance written notice to enable us to have a representative present during testing. You agree that failure to provide such notice means the testing is not admissible in any legal proceedings.

34. Fire/Freezing Weather/Floods/Other Emergencies

Emergency situations may occur during your residency. Please remember that you are responsible for your own safety and the safety of your occupants, guests and invitees. You should look to the proper authorities for any assistance when needs exceed your abilities. Please note the following regarding certain emergency situations.

34.1 Fire Hazards:

- a) Follow fire safety and fire safety regulations while in the apartment home and community.
- b) No flammable or combustible objects/substances are to be stored on patios, balconies, under stairwells, in your garage or storage space and should not be within 30 inches of an item which produces heat (water heater, furnace, stove, oven, candle, curling iron, etc.).
- c) Items which require an open flame to operate or which produce heat (e.g., Bunsen burners, sterno/canned heat, lighted candles, alcohol burners, heating elements, irons, curling irons, halogen bulbs, stove, oven) must be supervised at all times during use and should never be left unattended.
- d) Do not obstruct or use the driveways, sidewalks, entry passages, stairs, breezeways, courtyards, or halls for any purpose other than ingress or egress.
- e) Fireworks are prohibited inside the apartment home or anywhere within the community.

34.2 Fire Alarms: In the event residents are given procedures for fire alarms, you, your occupants, guests and invitees are required to adhere to all procedures.

- a) You and your occupants, guests, and invitees must not tamper with, interfere with, or damage any alarm equipment and/or installation.
- b) In the event the community has a fire sprinkler system, you acknowledge and hereby agree that it is important to be careful near fire sprinkler heads so as not to falsely trigger or activate them. If you trigger or activate the fire sprinkler system, you will be responsible for all damages caused by the activation.
- c) Anyone found to falsely pull a fire alarm will be subject to criminal charges, a fine, and/or a default of the Lease Contract.
- d) An extension cord must be UL approved, 16 gauges, and not exceed an un-spliced length of six feet with a polarized plug and a single outlet; it may not be placed under floor coverings or furnishings and may not be secured by penetrating the insulation.

34.3 Freezing Weather: You shall follow these precautions when subfreezing weather occurs.

- a) Leave the heat on 24 hours a day at a temperature setting of no less than 55 degrees. Keep all windows closed.
- b) Leave open the cabinet doors under the kitchen sink and bathroom sink to allow heat to get to the plumbing.
- c) Drip all your water faucets 24 hours a day. If severe subfreezing weather occurs, it may be necessary to run your faucets at a steady, pencil-lead stream when you are in the apartment home and when you are gone. This includes hot and cold water in your kitchen, bathroom lavatories, bathtubs, shower, wet bar sinks, etc.
- d) Leave all drains open and clear of obstacles; including lavatories, sinks and bathtubs.
- e) If you notice a water leak, icy spot or other hazardous condition on the community, notify us IMMEDIATELY.

34.4 Floods:

- a) If heavy rain, storms or flooding is forecast, you should follow the guidelines below. Do not put tape on the windows unless directed by us.
- b) Unplug all appliances and televisions. Do not plug appliances back in until the water completely recedes and community personnel give you permission.

35. Power Outage

In the event of a power outage that lasts more than 24 hours, we have the right, but not an obligation, to dispose of the contents of the refrigerator/freezer in your apartment home. You waive any claim and hold us harmless for the disposal of such contents. You agree not to seek recovery against us for interruption of power that results in disposal, loss, or spoilage of refrigerated or frozen food.

36. Payments

Unless otherwise allowed at your community, we only accept electronic payments. Cash, paper checks, paper money orders or other forms of payment will not be accepted. Credit and Debit Card transactions may not be allowed.

36.1 ACH, Credit, and Debit Cards: Automated electronic payments include ACH and Credit and Debit Card transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Credit and debit card transactions refers to credit and debit card transactions, including those cards bearing the Visa, MasterCard, Discover and American Express logos. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.

36.2 Advantages in Paying Rent via ACH: There are advantages for you in paying your rent via automated electronic payments, including:

- a) Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check;
- b) No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account;
- c) Greater security since there is little chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
- d) Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

36.3 Electronic Money Orders: We also accept electronic money orders. Details on this payment option are available at the office.

36.4 Check Scanner: If your community accepts paper checks and uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day.

36.5 Electronic Check Conversion: If your community accepts paper checks, please be aware that we may use electronic check conversion. This is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at the time you make a payment. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

37. Data and Communication

You understand and accept that we may collect, retain, use, transfer, and disclose personal information, such as the first name, last name, email address, and phone number of you or your occupants in the unit. We may collect, retain, and use that information, or disclose that information to third parties to, among other things, (a) operate the Property; (b) provide services consistent with the Lease; (c) refer you to third parties that provide products or services that may be of interest to you or your occupants in the unit; (d) collect debts; and (e) conduct and analyze resident surveys. Please review the privacy policy of the owner's authorized agent at the time of residence for a discussion of the treatment of information during your lease. The current policy may be viewed at <https://www.greystar.com/privacy>.

Providing an email address or cell phone number to us enables us to send important announcements, including notices regarding an emergency water shut off, work to be done at the Property, or changes in office hours. By providing this contact information, you and your occupants consent to receive communications regarding marketing materials, promotional offers, community messages, and service reminders via e-mail, voicemail, calls and/or text.

By providing your and your occupants' phone numbers, you acknowledge and agree that we may contact you and your occupants at the phone number(s) that you and your occupants have provided, including through an automatic telephone dialing system and/or an artificial prerecorded voice, with information and notifications about the community and for other non-marketing, informational purposes, including in connection with expiration of your lease. You further warrant to us that you or your occupants are the subscriber for any wireless number that you or your occupants have provided. You agree to immediately notify us if you or your occupants are no longer the subscriber for a wireless number, or if a wireless number changes. Text messaging and data rates may apply.

You authorize us to deliver messages regarding renewal of your lease and other offers to you at the telephone number(s) that you have provided, including through the use of an automatic telephone dialing system and/or artificial or prerecorded voice. You acknowledge and agree that this authorization is made voluntarily.

The permissions and consents granted herein apply to the owner of the community and the owner's authorized agents/representatives, including its property manager, and will continue even after your lease expires, the owner of the community sells the community, or the property manager no longer manages the community.

38. Subletting and Replacements

38.1 When Allowed: Replacing a resident, subletting, assigning, or licensing a resident's rights are allowed only when we consent in writing. Residency at your community is subject to an application and/or approval by us. Occupancy is restricted to only the named residents and occupants that are identified in your Lease Contract.

38.2 Advertising Your Apartment: You are not allowed to advertise your apartment homes(s) without our written consent. This prohibition on advertising includes online postings, print advertising or other formats such as craigslist, Airbnb, etc.

39. Conduct

You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with us; our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person in the community. Any acts of unlawful, discourteous, or unreasonable communication or conduct by you or your occupants, guests or invitees, shall be a material breach of this Agreement and will entitle us to exercise all of our rights and remedies for default.

You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at us; our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person in the community. Any acts of abusive or offensive behavior whether verbal or physical by you or your occupants, guests or invitees, shall be a material breach of this Lease and will entitle us to exercise all of our rights and remedies for default.

If requested by us, you agree to conduct all further business with us in writing.

Resident(s) Signature(s) (18 years of age and over)

Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____
Date: _____

Owner's Representative Signature:



The Commonwealth of Massachusetts
Department of Public Health

Notice of Occupants' Legal Rights and Responsibilities

This document summarizes some of the legal options that you may have when the owner of a property you live in has not fixed certain problems in your home, as required by the state Housing Code (105 CMR 410.000). This is not legal advice. Talk to an attorney before you decide to withhold your rent or take other action described here.

Safe and Healthy Rental Housing:

Rental housing in Massachusetts must meet minimum standards to protect the health, safety, and well-being of occupants. The Housing Code, 105 CMR 410.000, Minimum Standards of Fitness for Human Habitation (State Sanitary Code, Chapter II), is the state regulation that sets these minimum standards. The Massachusetts Department of Public Health, Bureau of Environmental Health's Community Sanitation Program (CSP) issues this regulation, but the standards are enforced by local health departments. ¹ CSP works with local health departments and the public to provide training and technical assistance about the Housing Code. For more information, please see mass.gov/lists/housing-community-sanitation.

Your Responsibility to Keep Your House Safe and Healthy

The Housing Code also has requirements that people living in rented homes or apartments need to meet. There are some problems like pests, mold, and keeping exits clear, that might need the owners and occupants to work together to fix the problem. For example, occupants need to make sure there is no food or garbage left out that could attract pests or keep their belongings out of exit hallways. If the local health department is doing an inspection, either by your request or for another issue, the local health department may tell you there is something that you need to fix. The local health department may issue you an order to correct and give you a certain amount of time to fix the problem.

Your Right to Safe and Healthy Housing and Protection from Retaliation

If you think that conditions in your home are unsafe or unsanitary and may violate the Housing Code, you should contact your local health department. They will conduct free inspections of your home and will order your landlord to fix any violations of the Housing Code. You can find contact information for your local health department by calling your city or town hall or visiting their website. City/town websites are listed at: mass.gov/lists/massachusetts-city-and-town-websites.

Your landlord is not allowed to raise your rent or try to evict you just because you have made a complaint to them or to the local health department about the violations. This is called retaliation, and you may be able to sue the landlord for damages if this happens (M.G.L. c.186, s.18 and c.239, s.2A).

Your Right to a Hearing

You may ask for a hearing in front of your local Board of Health. You must do this in writing and within the timeframes below. If you send a written request on time to the local health department, a hearing will be held within 14 calendar days. **If you do not make a written request within the timeframes below, you lose the right to a hearing.** The chart below shows the reasons you may request a hearing, and the timeframe you have to send the request.

| Reason You May Request a Hearing | Number of Days to Make the Request in Writing |
|--|---|
| Your home was not inspected | 30 days from the day you contacted health department |
| The inspector did not find violations you think exist | 30 days from the last inspection by the health department |
| The inspector did not issue an order to correct violations | 30 days from the last inspection by the health department |
| The inspector did not enforce the order to correct | 45 days from when the owner received the order to correct |

Within **five days** after the hearing, the local health department is required to issue a final decision on your complaint (105 CMR 410.840). If you do not agree with the decision, or at any point throughout the process, you can file an appeal in housing court.

¹ Depending on your city or town, this may also be called a Local Board of Health (BOH), Local Health Authority, or Inspectional Services Department. This is the local code enforcement authority responsible for enforcing the regulations.
Document digitally signed using RENTCafe eSignature services. Document ID: 449878049 May 2023

Your Options if an Owner Does Not Fix the Problems

If your landlord does not fix violations of the Housing Code in your home, you may have some options as described below. These are not your only options, but they are common actions that tenants take in these situations. Before taking legal action, contact an attorney to protect yourself. If you cannot afford an attorney, **you may be eligible for free legal aid services**. Go to masslrf.org to find available options for free legal advice. To find additional information on tenant legal rights and responsibilities, visit: masslegalhelp.org/legal-tactics or madeuptocode.org.

Option 1: Go to Court

If your landlord does not fix the problems that the local health department ordered them to fix, or if you believe there are problems in your home that may be in violation of the Housing Code, you may also ask a court in your area to order your landlord to correct the problems.

To file a complaint, contact the Housing or District Court Clerk in your region. To find the closest Housing or District Court go to mass.gov/orgs/housing-court/locations or mass.gov/orgs/district-court/locations. These courts deal with cases about residential housing including eviction, property damage, and Housing Code enforcement. For help filing a complaint, you can contact Court Service Centers at mass.gov/info-details/learn-about-court-service-centers.

You can request that the court order the landlord to:

Fix the Problem: You or the local health department may file a petition in Housing or District Court to order the owner to fix the violations of the Housing Code (M.G.L. c. 111, s. 127 A, C).

and/or

Refund Rent You Have Paid: You can file a complaint requesting that your landlord pay back all or part of the rent you paid during the time that there were Housing Code violations. You can claim either 1) Breach of Warranty of Habitability or 2) Unfair and Deceptive Practices (M.G.L. c. 93A), or both.

For both claims, you will need to prove that your home had Housing Code violations, and that the owner knew about the violations and did not fix them. Breach of Warranty can also be filed by the local health department.

Option 2: Withhold Rent Until Repairs are Made

If your landlord does not correct *certain* housing code violations, you may be able to hold back some or all of your rent payment until they make repairs (M.G.L. c. 239, s. 8A). **Save the rent money you withhold**. A judge may require you to pay all or some of it back. If they do and you don't have this money, you may be evicted. If you withhold rent and your landlord tries to evict you from your home, you will need to prove, at a minimum, that:

- The violations may endanger or materially impair the health, safety, or well-being of a tenant;²
- The rental property owner knew about the violations before you started withholding your rent; and
- You did not cause the violations.

Option 3: Make the Repairs Yourself

State law allows you to use your rent money to pay for certain repairs (M.G.L. c. 111, s.127L), and not pay that amount in rent to your landlord. You cannot withhold more than 4 months' rent in a 12-month period to pay for repairs. If you withhold some or all your rent and use it to make repairs and your landlord tries to evict you from your home, you will need to prove:

- The local health department or court determined that the violations may endanger or materially impair the health, safety, or well-being of a residential tenant;²
- The landlord was issued an Order to Correct those violations; and
- The owner did not start the repairs (or to sign a contract for work) within 5 days after getting the Order and did not complete repairs within 14 days after receiving the notice of violations.

Option 4: End your Lease Early and Move

If you meet certain conditions, you may be able to end your lease or rental agreement and move out within a reasonable time. Contact an attorney to find out more about this option. If you cannot afford an attorney, **you may be eligible for free legal aid services**. Go to masslrf.org to find available options for free legal advice.

² These are serious violations which include problems such as not having heat, hot water, electricity or gas, or exits that are blocked.

**LEASE ADDENDUM
PERSONAL LIABILITY INSURANCE REQUIRED**

In this document, the terms "you" and "your" refer to all residents signing below; the terms "we," "us," and "our" refer to the owner or owner's representative named in the Lease Contract (not to the Community Manager or anyone else).

1. Addendum. This Addendum is incorporated into the Lease (referred to in this addendum as “Lease Contract” or “Lease” dated 06/29/2023 between Trinity Border Street Residential, LLC (the “Owner”) and Astor Chance

(the "Resident") for the premises located at #104, 126
Border Street

2. Insurance Acknowledgment. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your negligent actions or the negligent actions of your occupants or guests, including but not limited to damage caused by fire, smoke, explosion or water damage liability.

3. Required Renters Insurance Policy. You are required to purchase and maintain a renter's personal liability insurance policy which provides limits of liability to third parties in an amount not less than **\$100000** per occurrence through an insurance company or insurance agent authorized to issue insurance in this state. Proof of coverage must be submitted for all leaseholders. Such insurance policies are often referred to as "renter's insurance policies" or "liability-only insurance policies." Most renter's insurance policies contain personal liability coverage and also personal property coverage for your own property. You are only required to have personal liability insurance, however we highly recommend that you obtain coverage for your personal property too. Personal property coverage protects your property in the event of theft, fire or weather-related loss to your property. The required personal liability insurance policy must cover all residents in your unit. The policy must identify Insurance Tracking, P.O. Box 100513, Florence, SC
29502

as a "Party of Interest" or "Interested Party" where the "Party of Interest" or "Interested Party" must be notified within ten (10) days after your insurance company or agent renews, cancels or non-renews your policy. When insurance providers are paperless and only submit communications electronically, they are required to submit policy documents to greystar@assurant.com. Failure to include Greystar as the

"Party or Interest" or "Interested Party" with the above-listed address and/or greystar@assurant.com will constitute a breach of this Lease.

4. Insurance Election. If you choose not to purchase insurance through the carrier of your choice or are unable to secure satisfactory personal liability insurance coverage, you have the option to obtain insurance coverage under an insurance program issued by an insurance carrier we have partnered with. As a resident of this property, you automatically qualify for this coverage with our preferred insurance provider with no underwriting or lengthy application. Participation in this program allows you to conveniently pay the insurance charges with your monthly rent. Following your execution of this Lease, you will be sent a link via email or text message to an online insurance portal where you must either enroll in the insurance program offered by our preferred insurance provider or upload proof of insurance if you already have insurance or if you decide to purchase the insurance through a carrier or agency other than our preferred insurance provider.

If you choose to participate in this preferred insurance provider's program, you agree that you will be charged **\$14.5** monthly with your rent to cover the costs of securing personal liability coverage in an amount of **\$100000** and personal property coverage in an amount of **\$10000**. The insurance company will issue a certificate of insurance to you that will describe the limits, conditions and terms of the coverage provided. A description of the insurance coverage and the insurance carrier are available by visiting the online insurance portal. If you have questions regarding the insurance program, including other available options, please call (800) 249-1104.

If you decide not to enroll in the preferred insurance provider's program described above, you will be required to upload proof of insurance coverage via the link you receive by email from donotreply.pol@assurant.com to meet the Lease's insurance requirement. If you do not have access to upload your proof of insurance, you must contact the leasing office and the on-site staff may be able to provide you with an alternative method (e.g. business center computer, iPad, etc.).

5. Freedom of Choice. At all times, you are able to purchase insurance through the carrier or agency of your choice and are not required to purchase insurance through a particular carrier or agency, including the preferred insurance provider. However, the insurance you purchase must meet the Lease's minimum requirements at all times. By signing this Addendum, you consent to the sharing of information with our preferred insurance provider, which includes, but is not limited to, your name, address, lease status/expiration, current renter's insurance policy information, email address and telephone number(s).

6. Subrogation Allowed. You acknowledge that subrogation is allowed by all parties and that this Addendum supersedes any language to the contrary in the Lease. Accordingly, our commercial insurance carrier may make a claim against you for losses it pays as a result of your negligence, and your

insurance carrier may make a claim against us for losses it pays as a result of our negligence. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

7. Your Insurance Coverage. By signing this Addendum, you acknowledge that you have purchased (or agree to purchase) the insurance described above or you have agreed to participate in the insurance program. If you purchase insurance through a carrier or agency other than the preferred insurance provider, you must provide proof of insurance via the link you receive by email from donotreply.pol@assurant.com prior to taking possession of the apartment. You further acknowledge that you will keep your insurance policy in-force for the entire term of the Lease. If any material terms of your insurance policy change, you agree to promptly provide proof of the modified policy terms to greystar@assurant.com.

8. Default. Unless otherwise prohibited by law, and subject to any right to cure a default under the Lease, any default under the terms of this Addendum shall be deemed a material default of the Lease, and we are entitled to exercise all rights and remedies under the law. If you fail to obtain and maintain personal liability insurance as required by this Addendum, you will be in violation of your Lease. In such event, we may send a written notice to you demanding that you cure the violation by purchasing the required insurance and providing evidence of coverage to greystar@assurant.com.

9. Miscellaneous.

- a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged.
- b. The insurance required by the Lease Contract is not required by any law. Your obligation to provide insurance stems solely from the Lease Contract.
- c. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

By signing below, you acknowledge and agree to be bound to the terms of this Addendum.

Resident
[All residents must sign here]

- d. The insurance required by the Lease is not an attempt to limit our liability for our own negligence or your liability for your own negligence.
- e. CAS Insurance Agency, LLC, a licensed insurance agency and affiliate of property manager, may receive compensation on policies issued by the preferred insurance provider for administrative, brokerage or marketing support. Owner may be receiving compensation or other payments from CAS Insurance Agency, LLC or one of its affiliates where permitted by law.
- f. The insurance required by the Lease is not in lieu of, or in any way a component of, any security deposit required by the Lease.
- g. You agree that you have not received any oral representations from Owner or any representative of Owner which are inconsistent with or not contained in the Lease Contract, the addenda attached to the Lease Contract, or in the Rules and Regulations. If you have received any such oral representations, you agree that you did not rely on them to decide to enter in the Lease Contract or this Addendum.
- h. You must refer to the actual insurance policy or certificate for a complete description of the coverage, as this Addendum only provides a general summary. If you have an annual renter's insurance policy and decide to switch to the insurance program offered by our preferred insurance provider, please compare the terms of coverage between the two policies, as not all policies are the same and coverage may differ.
- i. By signing this Addendum, you consent to receive communications from the insurance company via email, text, or other electronic means with respect to insurance related matters.

Landlord/Property Manager

Signature

Date

The following information states that the identified document has been signed electronically by the parties detailed below:

| Signee Details | Role | Signature | Initials | Date Signed |
|---------------------------------------|----------|-----------|----------|-------------|
| Astor Chance | Resident | | | |
| Email ID: astor.chance@gmail.com | | | | |
| Lindsay Barrie | Manager | | | |
| Email ID: lindsay.barrie@greystar.com | | | | |